

DOCUMENT RESUME

ED 400 013

JC 960 612

AUTHOR Grede, John F.
TITLE Some Observations on Collective Bargaining in the Chicago City College.
PUB DATE Feb 68
NOTE 51p.
PUB TYPE Historical Materials (060) -- Viewpoints (Opinion/Position Papers, Essays, etc.) (120)

EDRS PRICE MF01/PC03 Plus Postage.
DESCRIPTORS *Collective Bargaining; Community Colleges; Contract Salaries; Educational History; Faculty College Relationship; Governing Boards; *Negotiation Agreements; Negotiation Impasses; Scope of Bargaining; *Teacher Militancy; *Teacher Strikes; Two Year Colleges; *Unions
IDENTIFIERS *City Colleges of Chicago IL

ABSTRACT

Written by a negotiator for the Chicago City College Board approximately a year after the signing of the first faculty collective bargaining agreement at the college on May 2, 1967, this paper reviews the climate and key elements of the collective bargaining process. First, an overview is provided of the negotiation process, indicating the agreement was reached only after countless hours of effort, 35 negotiating sessions, and 2 strikes. The contract is then described, indicating that it provided faculty with salary increases, health benefits, reductions in class load, and tax-sheltered annuity provisions. The contract was considered a victory for the teachers' union. Key procedures, pledges, and pre-conditions are then reviewed which could have reduced conflict and shortened the lengthy negotiations, such as agreement on transcribing proceedings, the location of negotiations, the time and frequency of meetings, and the establishment of a "no strike" pledge upon initially entering negotiations. The Board's failure to adequately prepare a specific set of proposals is then described, indicating that it let the union set the terms and language of the proposals under discussion and hindered the Board's ability to evaluate the proposals. The time and money spent during the process, the make-up of the negotiating teams, the role of publicity in the process, and the militant tactics of the union are then discussed. Concluding remarks detail the virtues of the process, including the benefits afforded to teachers and the development of clear-cut college-wide policies and procedures. (AJL)

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SOME OBSERVATIONS ON COLLECTIVE BARGAINING

in the

CHICAGO CITY COLLEGE

By

John F. Grede

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February 1968

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SOME OBSERVATIONS ON COLLECTIVE BARGAINING

IN THE CHICAGO CITY COLLEGE

Chronology of a Contract:

Within a few minutes of midnight on Tuesday, May 2, 1967, after twelve long hours of last minute compromises, a few final flare-ups of temper, and concessions born of fatigue, the negotiating teams of Local 1600 of the Cook County College Teachers Union and the Chicago City College Board agreed upon a two-year contract embracing 63 pages of detailed provisions. Within a week the Union House of Representatives and the Chicago City College Board accepted the contract recommended by their respective negotiating teams. Thus was completed the first teacher union contract for eight campuses and 800 faculty of the Chicago City College. In terms of comprehensiveness and numbers of faculty affected, it was outstanding among the handful of contracts in the country between an institution of higher education and its faculty. It also established for the American Federation of Teachers a major union beachhead in higher education, the success of which was heralded from coast to coast in the American Federation Teachers' massive printing and distribution of attractive brochures containing the contract provisions.

The chain of events leading to the contract began before the transfer of the Chicago City College from the common school system of the Chicago Board of Education to an independent junior college district. With the impending organization of the new junior college district for Chicago

on July 1, 1966, the junior college teachers, who were aligned with the high school and elementary school teachers in the omnibus Chicago Teachers Union, separated themselves from the allegedly conservative leadership of Union President John Fewkes and formed the militant Local 1600 of the Cook County College Teachers Union. Disappointed that they had not been included in the authorization of a collective bargaining election which the Chicago Board of Education had granted the elementary and high school teachers, the junior college teachers made a strong appeal for equal treatment. When rebuffed on the grounds that the junior college was soon to be separated from the Chicago Board of Education, the aggressive young college teachers union threatened to strike. On the strength of the Mayor's assurance that the new junior college board then being formed would give priority to the consideration of the union demands for collective bargaining, the strike was averted. Before the new board members were even oriented to their new role they responded to the union pressure and the Mayor's commitment and on September 26, 1966 authorized a collective bargaining election. On October 7, 1966, under the supervision of the American Arbitration Association, the election was held and the teachers union won overwhelmingly with 535 out of 592 votes. Its only competitor, the Chicago unit of the Illinois Education Association, withdrew its name from the ballot at the last moment. Three days later the Junior College Board recognized the Union as the exclusive collective representative regarding salaries, fringe benefits, and employment conditions for all its full-time faculty members including librarians, counselors, department chairmen, and administrative assistants.

Two weeks after the Board recognized the Union's new role, negotiations began. Two teams, four members for the Union and five for the Board, together with lawyers and advisers, faced each other across the conference table in the central headquarters of the Chicago City College. The three meetings which followed in quick succession were largely devoted to such preliminaries as establishing the ground rules for negotiations and receiving the 38 page contract proposal submitted to the Board team by the Union representatives. Before these early meetings could produce any substantive results, however, the negotiating climate became tense and communication between the negotiating teams deteriorated. The Union was impatient with the alleged lack of progress on economic items in their contract proposal which they wished to have accepted before the City College budget deadline. The Union erroneously assumed the deadline date to be December 4, fully a month before the actual cut-off date for the budget. The Union's misplaced sense of urgency prompted them to issue a widely disseminated paper entitled "We accuse" The paper was signed by the Union negotiators and indicted the Board group, and particularly its professional chief negotiator, Loyola Law School Professor Alfred Kamin, for "stalling, legal pontification, provocative and unfounded assertions", and for "acting in bad faith". The Board negotiating team, it was charged, would be "solely responsible for the inevitable crisis". This veiled threat, coupled with regular and detailed inflammatory reports transmitted to the faculty in spite of the Union's initiative in proposing the mutually agreeable commitment to keep negotiations confidential, prompted the Board team to seek assurance that the Union would not strike if an impasse were reached.

On Monday evening, November 21, the Board team, having received no such assurance from the Union, insisted that fruitful discussions were impossible under the threat of what appeared to be preparation for a strike. The Union negotiators withdrew, broke off negotiations, and very shortly appealed to the Board over the heads of the Board's negotiating team. The Board President, John Taylor, reiterated publicly the position of his negotiating team that in the absence of an Illinois labor relations statute, the law, as enunciated by the Supreme Court of Illinois, required the Union to refrain from strike or any threat thereof as long as it enjoyed the role of exclusive bargaining agent for a public body. Dr. Taylor further indicated he had ordered a law suit filed for the express purpose of having the court determine the respective rights and obligations of the Board and the Union under the collective bargaining agreement.

Faced with the unified position of the Board and its negotiators, and apparently misinterpreting Dr. Taylor and believing the Board was seeking an injunction to forestall Union action, the Union declared a strike effective Tuesday morning, November 30, 1966. Both Union members and their leaders seemed eager for the action. Here was an opportunity to test the strength and unity of the young and yet untried Union. Union propaganda had led its membership to believe that the Board was not only seeking an injunction to break the strike and to destroy the Union, but also that the Board never intended to permit the teachers to have collective bargaining. In actuality, at this moment the only issue at stake between the Board and the Union was the legal right of the Union to conduct a strike. The Board negotiating team was quite willing to negotiate, but only after the Union had

renounced the right to strike. And this the Union refused to do.

Previously prepared plans went into effect with dispatch. Picket lines were manned in force at all eight campuses of the Chicago City College. The great bulk of the faculty stayed away from class and campus although the college was officially open. Almost a holiday spirit of jubilation and enthusiasm prevailed. It was a new experience for the teachers, and most of them accepted their picket line assignments with confidence and conviction that they were fighting a just cause and that victory would be theirs.

For three days the strike continued in near-zero cold. A few deplorable excesses occurred including attempted intimidation of non-strikers, and a passionate invitation to students to join the faculty in awakening the "power hungry" and "backward looking" Board to a sense of reality. A dramatic effort was made by a Union teacher to hold a token class in a near-north side church as a demonstration of faculty concern for the loss of teaching time for the students.

Once the strike had begun the College Board reluctantly got around to seeking an injunction through Judge Covelli of the Circuit Court of Cook County. The Union leadership labeled the injunction a "union busting" device, exhorted the faculty to follow their lead in defying it, and expressed willingness to go to jail. Violation of the law was thus justified on the grounds that the violators were willing to suffer the consequences of their action. (Subsequently, after many delays and difficulties, Judge Covelli obliged the Union leadership by holding a contempt hearing after the contract was finally signed in May, 1967. Judge Covelli fined the Union \$5000 and assessed Norman Swenson, the Union president, a \$1,000 fine and 30 days in jail. As of

February, 1968, the case is still on appeal.)

By the third day of the strike, Chancellor Oscar Shabat and President of the Board Taylor, concerned over the prospect of prolonged closing of the college, met with the Union leadership and accepted a number of provisions which would be incorporated in the completed contract as the price for the faculty returning to work. The provisions included a generous welfare package made up of hospitalization, major medical, and life insurance, a salary increase consistent with available funds, mandatory consultation with the Union before unforeseen revenue could be spent, a promise that there would be no reprisals against teachers who struck, and assurance to the Union that a collective bargaining contract was legally possible and a reasonable outcome of pending negotiations. The Board further agreed to inform Judge Covelli as soon as the faculty returned to work that the Union had complied with the provisions of the injunction. In return for these concessions the Union agreed to have the faculty return to their jobs and to disclaim any intention or plan for striking or picketing, or any threat thereof, as an integral part of resumed negotiations.

The faculty returned to work on Friday, December 2, 1966. On December 7 negotiations were resumed at various hotels in and near the Loop area in Chicago since the Union negotiators refused to meet on Board property. For 12 sessions negotiations dealt with topics of class load, class size, salary increase, and many minor issues. The Board negotiators generally believed substantial progress was being made and that the climate of negotiations was a favorable one. The Union thought otherwise and their regular news releases to the faculty deplored the lack of progress on what were regarded as vital

issues. With the college budget deadline of January 10 rapidly approaching, the Union kept the faculty aroused about alleged inaction in the vital areas of salary, teaching load, class size, and length of the academic year. Specifically, the Union at this point sought salary increases substantially above the \$400 per year already offered by the Board, reduction of all teaching loads from 15 to 12 contact hours per week, limitation of class size to 25 in communications courses and 30 in all others, and a shortening of the academic calendar from 40 to 36 weeks with no reduction in annual salary.

On January 3, 1967 the Union sent a telegram to Board President Taylor expressing their impatience and delivering the ultimatum that unless substantial progress was made immediately toward granting Union demands a strike would be called on January 5. It was now apparent that collective bargaining really meant acquiescence in Union demands or face a strike in spite of the Union's earlier written agreement not to strike. Union action was deferred, however, for one more effort at agreement in an unusual session held January 5 at the Pearson Hotel on Chicago's near north side. The meeting was attended by regular negotiators augmented by Chancellor Shabat, Board member Carey Preston, and Oscar Weil, Illinois representative of the American Federation of Teachers. Rather than formal negotiations, lengthy private discussions were held among the Board member, Chancellor Shabat, Union President Swenson, and the attorneys for the Board and the Union. A substantial improvement in the Board's offer to the Union was made in the form of a reduction in teaching hours from 15 to 12 for teachers of English

and speech classes. This addition to the Board's previous offers of new faculty benefits would necessitate that the Board tax beyond its anticipated 10¢ per \$100 of assessed valuation. The Board was legally permitted a 13¢ tax rate but hoped to use only 10¢ initially so as to allow the additional 3¢ for built-in cost increases expected before the next biennial session of the state legislature. The Union wanted a larger economic package and, believing that this latest concession of the Board represented no victory at all, demanded that the Board increase its property tax levy or close down the college. The Chancellor retorted that he would not close the college. The Union representatives put on their hats and coats and left.

The second strike began Friday morning, January 6, in violation of the injunction still in force and also in direct violation of the Union's solemn written anti-strike pledge of December 2, 1966. On the surface, faculty support seemed almost as strong as it did in the earlier strike a month before. The enthusiasm displayed in the first strike was not so evident, however. Many of the older faculty members sought to avoid or at least to shorten the duration of this strike. Also many teachers called in sick this time probably as a means of avoiding picket line duty. Nevertheless the campuses were quite effectively closed down. Union officials including the President helped man campus picket lines which three-fourths of the faculty and students refused to cross. Within a few hours of the time the strike began, the Chancellor called a press conference to present to the striking teachers and the general public the full range of faculty benefits that had been offered to the faculty through the collective bargaining pro-

cess. This was done in the belief that the faculty had not been adequately informed and perhaps were acting hastily on the basis of misinformation or partial information.

Nevertheless the strike threatened to drag on over the weekend. On Sunday afternoon Chancellor Shabat and Board President Taylor, at Mayor Daley's invitation, met with the Union negotiating team in the Mayor's office. No member of the Board's negotiating team was present. In the small hours of the morning an agreement was made to end the strike in return for substantial concessions to be incorporated, like the concessions of a month earlier, in the final contract. The Union got virtually all it had held out for - a salary increase of \$320 for the first year and enough additional salary to bring the increase to \$500 for the second year, mandatory consultation between the Union and the Board on the expenditure of unanticipated revenue, a 12-13 contact hour teaching load for almost all faculty to be implemented completely by February, 1968, class size limitation for day classes of 25 in English and Speech and 35 in all others, agreement of the Board to compulsory arbitration on grievances unresolved at the Board level, and no reprisals by the Board for strike activity. In return for these very substantial concessions the Union agreed not to strike, nor threaten to strike, nor to engage in work stoppage for the duration of the anticipated two year contract. In essence the Union, in one month's time, secured the major elements of a very generous contract not through collective bargaining at all but by means of two strikes and two promises not to strike.

The remainder was anticlimax. Negotiations resumed very shortly and proceeded with some impediments and irregularities in the general direc-

tion of final agreement. With the critical economic issues already settled outside of the formal negotiating structure, the remaining important issues were election or selection of department chairmen, the right of faculty to accept outside employment, a shortened calendar with an annual pay guarantee, required physical presence of faculty on days when they had no scheduled classes, and a teacher load formula for lecture-discussion arrangements and experimental groupings of students and faculty. By the close of the May 2 meeting these final issues had been resolved and a contract was completed.

The Contract Completed:

What was the result of the countless hours of effort, the 35 negotiating sessions, two strikes, the lost pay and the lost education? For the Union the contract was hailed as a great victory. The unanimous approval of the Union Executive Board and the all-but-one vote of the Union House of Representatives underscored the eagerness of their acceptance. The victory celebrations were anything but solemn. At least one American Federation of Teachers official, Oscar Weil, Illinois agent for President Charles Cogen, hailed the contract as the best one the American Federation of Teachers had gotten to date.

From the administration standpoint there was relief that the job was finished and the long hours spent by Board negotiators on caucus, preparation, and negotiation were now over and they could now go back to administering the college, or at least to more routine work for there were now some questions raised as to who was really running the college. There was generally the belief that the Union and faculty had received a great deal,

perhaps too much. There was also the feeling that there were large changes in the whole pattern of faculty-administration relations - in fact it was an entirely new scheme of things the ramifications of which had not even begun to appear.

The provisions of the contract heralded a new scheme of things in providing for the faculty a group of material and non-material benefits which made faculty gains of the past half century in the Chicago City College pale by comparison. The significant material items included:

1. Almost 6% across-the-board salary increase above the existing \$9300 median.
2. A reduction in academic calendar from 40 to 38 weeks with no annual pay reduction.
3. Comprehensive medical and hospital insurance, major medical, and life insurance equal in amount to the faculty member's annual salary provided for the faculty member at no cost.
4. Liberalized sick leave including partial payment, upon retirement at age 65, for the unused portion as terminal pay.
5. Sabbatical leaves with one-half year at full pay and one year at half pay.
6. Tax-sheltered annuity provisions through payroll deduction.
7. Reduction of class load from 15 to 12 contact hours per week.
8. Maximum day class size of 35 with many held to 25.

Non-material gains, which perhaps were more significant for faculty and Union power than for economic gains, included:

1. Dues check-off system guaranteed by contract.
2. Substantial Union influence on department head selection, approval of new faculty, and approval of tenure for older faculty.

3. Strict seniority for full-time teaching programs with seniority and rotation for extra assignments.
4. Consultation with the Union before expenditure of unanticipated revenue.
5. Detailed grievance procedure capped by binding arbitration.

Major Highlights:

How had it all come about? What was the environment, the persons and organizations, and the process by which the major changes had been brought about? No complete account is possible so soon since the process is still continuing in post-contract discussions. Furthermore, feelings ran high during the negotiations and most accounts, including this one, find truth largely in the eye of the beholder. Nevertheless there are certain highlights that seem significant and worthy of a little more detailed consideration than mere mention in a chronological account. Without attempting to rank them in order of importance, the highlights dealt with below seem to help identify the climate and to characterize the persons and the process of the Chicago City College negotiations.

Procedures, Pledges, and Pre-conditions:

Certainly there were inescapable elements of conflict in the Chicago negotiations as in any collective bargaining process. In retrospect, however, it would appear that the whole process could have proceeded with a little less hostility and a little more dispatch if certain procedures, pledges, and pre-conditions could have been agreed upon in advance. Specifically these items were the "no strike" pledge, the official transcription of proceedings, the location of negotiating sessions, and the time and place of

negotiating sessions. These issues, with the possible exception of the "no strike" issue, were really not substantive items yet they helped create an atmosphere of distrust and led to many temper flare-ups and unkind words throughout the whole of negotiations. A much smoother course would undoubtedly have resulted if these four items had been clarified in advance. Even though the Board Counsel talked about the "no strike" concept with the Union prior to the collective bargaining election, it is probable that insistence upon clear-cut understandings on several items should have preceded the authorization of a collective bargaining election.

The most important of the four items was the so-called "no strike" pledge. Illinois did not have then and still does not have a labor statute authorizing collective bargaining by public employees. Nor does the state prohibit by statute a strike or work stoppage by public employees. On the other hand the Illinois Supreme Court, in the case of Board of Education vs Redding (1965), upheld the right of a public employees union to engage in collective bargaining but attached to this right the obligation not to strike. In spite of this obligation the Union negotiators refused to give a "no strike" pledge once negotiations had begun. The "no strike" pledge was one of some 17 so-called pre-conditions which the Union believed the Board was attempting to get the Union to accept before fruitful negotiations could take place. The Union regarded these as presumptuous and only slightly more acceptable than blackmail believing that the collective bargaining election had conveyed a new relationship which these 17 items were in effect denying. The Board negotiators regarded these 17 items not as pre-conditions but merely as the historical and legal bases and assumptions on which the negotiations were based.

Whatever the merits of the respective claims, the Union went in to its first strike at least partly in response to this request for a "no strike" pledge. Somewhat inconsistently the Union signed a "no strike" pledge in return for substantial concessions after the first strike, then broke the pledge by a second strike, and finally agreed to a second "no strike" pledge as part of the second strike settlement and as part of the final contract.

It is reasonably clear that if the "no strike" pledge had been an accepted prerequisite to the authorization of the collective bargaining election, a different course of negotiations might have followed and possibly a strike could have been averted, or at least another reason would have had to be advanced in support of a strike. It is also quite possible that the Union would have called an early strike if a collective bargaining election had been withheld or delayed to enforce a "no strike" pledge.

Similarly, having a court reporter present to prepare an official transcription of negotiations was particularly irritating to the Union throughout negotiations. The Board negotiators believed a full and impartial account of proceedings, with copies available to both sides on a cost-sharing basis, was essential to avoid later misunderstanding as to what was said and agreed to. The Union believed that the presence of a court reporter would impede the free flow of discourse and thus would make exchange and possible compromise a more formal and difficult goal to reach. The issue gradually seemed to lose importance, however. The device of "going off the record" at various times during various meetings was subsequently agreed upon and employed

by both sides. The transcripts tended to be used less than the Board had anticipated. On the other hand, in the later days of negotiations the Union began to bring its own tape recorder so that it could study later what had transpired. On at least one occasion a complete "about face" was reached when the Union was recording the proceedings while the Board team was without a court reporter and really not too concerned about his absence. The issue finally proved not to be a substantive one but it did generate a lot of heat and lost motion in debate on this procedural item which very well might have been settled as one of the terms of the collective bargaining election.

The issue of the location where negotiations would be held was a thorny one. The first few meetings in the fall of 1966 were held in the conference room in the administrative offices of the Chicago City College located in the Loop Campus at 64 East Lake Street. With the rather rapid deterioration of relations in the first few sessions, largely related to procedural items, the Union insisted that meetings be held on neutral grounds such as downtown Chicago hotels. This action was probably taken by the Union partially to symbolize its independence and to provide at least the atmosphere of equality in spite of the added expense and inconvenience for all negotiators.

Lastly, the issue of meeting dates and the length of meetings was a continuing point of dispute that consumed much time and occasioned much heated discussion once negotiations were under way. Early in negotiations the Union, with a real sense of urgency, argued for meetings to be held long and often since obviously the Union contract terms were the focal point of

their very existence. The Board negotiators, seeing negotiations as one of many pressing problems facing the City College and imbued with less of the crusading zeal, were inclined to view the matter of frequency of meeting and length of sessions more conservatively. This difference in attitude and approach on several occasions brought Union intimations or even downright charges of "bad faith" when the issue was nothing more substantive than disagreement on the frequency of meetings.

It is reasonably certain that the course of negotiations would have been smoother if these four issues: the "no strike" pledge, the transcription of proceedings, the location of negotiations, and the time and frequency of meetings could have been disposed of in advance, preferably as part of the authorization for a collective bargaining election. The bargaining position of the Board is a much stronger one prior to the authorization of a collective bargaining election. This is particularly true in the Illinois situation where the authorization is a voluntary act on the part of the employer. Once the employer has permitted the collective bargaining election to be held he has lost much of the initiative and can no longer exercise as much influence in instituting even what he considers fundamental to the effective, business-like procedures for the conduct of negotiations. Once negotiations are under way it is difficult for the public employer such as the Board to provide any kind of countervailing power equal to the strike or threat thereof. Unlike a private employer, he doesn't have the alternatives of raising prices to offset Union economic demands, nor of going out of business, nor of imposing a lockout. The public pressures are almost irresistible on him to avoid a showdown and keep operating regardless of difficulties.

Contract Proposals and Language:

The Union negotiators were not backward about seizing the initiative as soon as the two groups began to meet. By the third meeting the Union group had prepared and presented, partially in response to the Board team's suggestion, a tentative contract. It was an omnibus collection of items on salary, working conditions, fringe benefits, grievance procedures, academic freedom, and integration. The items were drawn from other Union contracts and from 60 years of experience as college faculty under the Chicago Board of Education. It was a compendium of everything the Union negotiating team thought important and desirable with a sizeable number of items even the Union must have regarded as extreme. There was no necessary logic or consistency about this first set of Union proposals. For example, if one tabulated the total days involved in the various proposals for additional holidays, paid vacations, various kinds of guaranteed leaves, and a shortened academic term, the actual teaching time available in a 20 week term would have been 13 weeks.

The point is not, however, that this initial effort of the Union was an ill-assorted group of proposals, some extreme, some inconsistent, some inappropriate, and some even illegal. The important thing is that this initial set of Union proposals became the focal point for discussion. It established the frame of reference within which the bulk of negotiations took place. Since the initiative was held by the Union in the sense that the kinds of items discussed were in effect Union-determined, the Board negotiators found themselves in the position of reacting, objecting, modifying and occasionally rejecting Union proposals in what was generally a defensive posture.

We had assumed this was the normal order of things - the Union proposes and the Board disposes. Even our counter-proposals unconsciously adopted the Union phraseology and the definition of issues as the Union spelled them out. We did not counter-propose new issues which we thought should be included in a contract until much later in negotiations. As a result we talked about seniority, faculty benefits, check-off, and grievance procedures rather than about experimental groupings of faculty and students, increased faculty contacts with students, in-service training, evaluation of faculty, and other items which seemed important to the administration.

Perhaps more serious than the fact that we talked about things the faculty wanted to talk about, something that we would probably have come around to anyhow except a little later, was that we found ourselves agreeing to individual items which the Union could then "put in the bank". By having an initial set of proposals the Union could note agreement on a particular item, pass over those issues where there was serious controversy, and thus gain much without any quid pro quo. Even though there was a general understanding that all agreements were tentative and subject to seeing the contract in its entirety with all interrelationships fully developed, the Union successfully got many individual items tucked away before we realized what was going on. Perhaps our inclination to agree on individual items was aided by our belief that some proposals were reasonable and perhaps necessary to demonstrate "good faith". In addition we felt there was no real harm in it since we could change positions when the final contract was considered in its entirety. We never did seriously modify many of those early commitments in the press of events that followed, partially because of pressure to complete the

contract, and an unwillingness to back off from a position taken earlier. The Board team never really established a base, a starting position of status quo, or an early comprehensive counter-contract from which we could searchingly appraise Union proposals for change. Rather we took a look at Union proposals as they were presented and tended to pass judgment on the basis of whether or not they seemed reasonable.

Finally, since we did not have the very essential experience of putting a whole tentative contract together initially, we perhaps did not appraise the relative importance of one item in relation to another or the cumulative effect of several items taken as a group.

It was not until well past the midpoint of negotiations, with the very grudging acquiescence of the Union, that the Board group put together a complete set of contract proposals along the lines it preferred. And this was done not so much to take the initiative away from the Union as to take stock of the modifications, compromises, and concessions that had already been made. Once we had prepared what in effect was a Board version of the total contract, and the Board team developed seven editions of this total contract before the conclusion of negotiations, the whole process seemed to achieve better focus and the salient points of difference could be more easily identified, discussed, and decided upon. There was continuing controversy but it was better organized.

In retrospect it would seem to make sense for an administrative negotiating team to establish its base before hand. This might simply be the status quo, the existing structure of faculty salary, benefits, working conditions, and role in decision making. It might take the form of a ten-

tative set of contract proposals acceptable to the Board and presented early in negotiations. Either of these alternatives would provide a more organized approach and one where the initiative would not reside totally with the Union even if the Union, as is very likely, has a ready-made set of contract proposals at its fingertips in the beginning.

Perhaps of equal importance with the contract proposals was the language of the provisions. Many of the post-contractual discussions and several of the grievances have been concerned with differing interpretations of what the contract provisions mean and to whom they apply. Sections of the contract where there was ready agreement and little controversy and discussion during negotiations have often proved to be the most troublesome in application. Where there was much discussion, proposals, and counter-proposals, and consequently the wording was subject to much closer scrutiny, there has been less post-contractual dispute. Sometimes there was not enough detail in the contract provisions to convey the exact nature of an understanding reached. For example, the contract provides that every effort shall be made to avoid programming a faculty member for more than two classes in a row. The Union has argued that this was meant to apply at the option of a faculty member to prevent his being imposed upon by the administration. The Board position, documented by the transcript, was that the intent was to apply the provision without faculty option to prevent bunching of classes, for example, on three mornings of the week, short-changing ones classes by not providing proper rest and preparation intervals between, and then leaving the building as soon as possible to the detriment of office hours, departmental meetings, and other non-teaching obligations.

Sometimes confusion arose from a literal interpretation of contract language which was not intended nor anticipated in the context of negotiations. Grievances of recent date involving credit for sick leave, eligibility for maternity leave, and the approval mechanism for personal leave have without exception been based on literal post-contractual interpretations which the transcript indicated were not discussed, intended, nor foreseen.

Some kind of close scrutiny of contract language to make sure it conveys as exactly as possible what was agreed upon is essential. Perhaps an editing committee of non-negotiators organized to work simultaneously with negotiators would be of great help in preventing future interpretation at variance from those intended by the negotiators.

Time and Money:

The Board negotiators, and perhaps the Union group too, were totally unprepared for the amount of time that had to be devoted to the process of collective bargaining. The formal negotiating sessions were only the top of the proverbial iceberg. There were countless hours spent in caucus, before, during, and after the formal confrontations, to establish consensus among members of the Board team and to determine strategy and tactics. Away from the immediate requirements of the bargaining table there were a multitude of meetings with colleagues to discuss and prepare proposals and counter-proposals, to research existing teacher union contracts, and to confer with attorneys and administrative staff other than the Board negotiating team. In spite of the fact that the Chicago City College Board had engaged a professional

arbitrator and negotiator, Professor Alfred Kamin of the Loyola Law School, who did much work in analyzing transcriptions of negotiations and in preparing and editing proposals and counter-proposals, there was still a large volume of paper work for the Board negotiators.

A total of 35 formal meetings during the seven month negotiating period averaged five hours per session including some Saturday and evening sessions. Caucuses, conferences, briefings, and planning sessions, by a very conservative estimate, easily equaled the amount of time spent in formal sessions. Roughly 350 hours, almost two months of full nine-hour administrative working days, would be a fair estimate for the Board team of the total involvement in all kinds of meetings relevant to collective bargaining. The figure might be even higher for the Union team judging from the meticulous preparations evident in many sessions and the fact that they did not have the kind of office and clerical assistance available to the Board group.

The hours spent in negotiations have a monetary equivalent. From the standpoint of the Board, roughly one-quarter of the working time of four second echelon administrators was involved. This was, in effect, extra duty for the Board negotiators as it was for the Union people so the cost estimate is probably unrealistic. Nevertheless, the monetary equivalent of time spent by the Board negotiators would probably reach a total of \$12,000 for the period. Add to this the services of the Board's professional negotiator, the legal fees, the time of the Chancellor, the cost of substitutes to replace Union negotiators in the classrooms during sessions, the extra time of the Union negotiators, and their legal and administrative expenses, and a gross figure of \$40,000 does not seem unreasonable.

The demand upon time and money was not concluded with the contract. In fact the contract, even though for two years, has not brought a return to normalcy nor any real cessation in Union activity. Discussions continue for interpretation, modification, and supplementation of the contract. Points of difference, some of which have become grievance areas, include interpretation of seniority in the assignment of teaching programs, seniority in transfer from one campus to another, the meaning of consultation, the application of contract terms to summer sessions, clarification of sick leave and maternity leave provisions, acquisition of tenure, and maximum class size. These are only a few of the many unanticipated post-contractual issues. In fact the volume of activity has established the need for a team of Board hearing officers to handle grievances that have reached the Chancellor's level, and some that have gone on to arbitration.

Negotiators and Principals:

The make-up of the negotiating teams and their respective relationships to the principals whom they represented was undoubtedly one of the most important, yet also most involved, aspects of the Chicago negotiations. On the Union side the negotiators were major Union officers as well as teaching faculty from several campuses of the Chicago City College. They reported directly to the elected House of Representatives and ultimately to the membership of Local 1600. Of the members of the Board negotiating team three were currently operating deans in charge of campuses or very recently in that position. The fourth member of the team, not counting the professional negotiator, was the chief business officer of the College. The original Board team was made up of these five but in later sessions Chancellor Shabat did

in effect supplant Mr. Kamin as chief negotiator and he was joined on at least one occasion by a Board member.

The issue was raised regularly by the Union team that the Chancellor and the Board members should really be the negotiating team since the selected negotiating team could not really make commitments in its own right. From the Union point of view this would possibly have been an advantage to get "yes" and "no" answers on the spot and to enjoy the status of conferring with the policy makers. From the Board point of view a negotiating team made up wholly or in part of Board members, as was the case with the Chicago Board of Education negotiations going on at that very same time, would eliminate the difficult and sometimes sensitive problem of liaison between negotiators and principals.

On the other hand, participation in direct negotiations requires a large amount of time as well as physical, mental, and emotional energy that may well amount to an unreasonable demand on unpaid Board members. Often discussions required an intimate knowledge of operational college practices and procedures, salaries, and working conditions which a Board member, particularly a new Board member, is not likely to have. Finally, the Board retains its independence of action by not participating and thus may be able to act in a crisis even though this may mean overruling its own negotiating team.

In the Chicago experience the situation was never a clear cut one. During the early phases of negotiations the Board team conferred regularly with the Chancellor and communication was maintained with the Board members although they were normally not participants in negotiation. When the

patience of the Union reached the breaking point on what they alleged were stalling tactics, the Union appealed over the heads of the negotiating team to the Chancellor and the Board. Such efforts did not prevent a crisis, since the Board upheld its negotiating team through the early phases of the strike. By the third day of the November strike, however, the Chancellor and the Board Chairman took over negotiations. The same thing happened even more quickly in the January strike. In both cases substantial concessions were made to the Union negotiators by the Chancellor and the Board Chairman alone. In neither case, the first in private and the second in the Mayor's office, was the negotiating team directly involved, although it did resume activity within a week after the second strike and continued until negotiations were finally ended in May with the completed contract.

Two partial contracts, one after each strike, were in effect negotiated and agreed upon independent of the formal negotiating team of the Board. The Board's formal negotiating team was certainly not pleased with being by-passed, particularly since they were never authorized in regular negotiations to offer the kinds and amounts of concessions provided in these two crisis settlements.

While it is true that this emergency shift to first echelon and Board member as negotiators was disconcerting, perhaps going too far and too fast without the conservative reservations and qualifications that the regular negotiating team members very likely would have introduced, it must be admitted that the arrangement did permit the issues to be dealt with and resolved, however, expensive and precedent-making, at a higher level.

The Union achieved in the crisis of the strike what it had consistently asked for throughout negotiations - the participation of the Chancellor and Board members in negotiations on the grounds that the negotiation team really couldn't act in its own right. A complete about-face on this issue came later, as it did on several other matters. Toward the end of negotiations, in spite of the fact that both parties were anxious to complete the contract, the Union negotiators took a position on two issues, the proposed election of department heads and the proposed flexible class size for lecture-discussion arrangements, that they could not accede to the Board view nor even take a position of their own until they had consulted with and had approval from their principals, the House of Representatives of the Union.

In final analysis it seems evident that a clear cut relationship between negotiators and principals was never really established and that both the Board and the Union appealed to higher levels when the occasion warranted such action.

Information and Publicity:

Conceivably one could defend the position that the most important elements in the development of the Chicago City College contract occurred outside the formal negotiating process. Certainly this was true of the settlement of the two strikes and also of the two partial contracts arising from the settlements. It was also true of the information and publicity which played such an important role in shaping faculty opinions and loyalties.

Very early in negotiations, perhaps in the third or fourth session, there was agreement between the Union and the Board negotiating teams that

whatever happened in the course of negotiations would be kept confidential and there would be no release of information to the press or to the public. It was mutually agreed that this policy was essential to permit a free flow of discussion without outside pressure forcing premature judgments, and to permit negotiations to proceed deliberately and rationally without positions being crystallized by the necessity to defend or attack issues in the full glare of the public spotlight.

The Board negotiating team members scrupulously adhered to this proviso. At several professional meetings in the fall of 1967 Board negotiators were queried about what was happening in the Chicago negotiations but believed themselves committed to reveal only what was already public knowledge.

It soon became obvious, however, that the Union did not take the same attitude. It was regularly issuing a news release to the Union House of Representatives and to the college faculty. This was by no means a perfunctory indication of meeting times and issues. The news release contained details of controversies, emotional characterizations of Board team opinions and actions, and a vigorous defense of Union arguments and positions all of which seemed calculated to build Union support and solidarity rather than merely to inform. When confronted with copies of the regular releases the Union negotiators indicated they were obligated to inform their principals (the Union House of Representatives and the total faculty of 800) regardless of agreements. In effect this meant that the faculty did not receive a balanced account of what was happening since there had not been a regular, effec-

tive, news letter from the central administration to the faculty, nor any regular means of informing the faculty on general issues except through the medium of the campus deans. Although it is not certain that there would have been a balanced account of what was happening in any case, the Board's early decision to maintain silence in keeping with the agreement meant that the Union was the only source of negotiating news to the faculty, even though the faculty included non-union members as well as ardent supporters of the Union. The Union information and publicity was an important force in building faculty support for the Union and for the first strike. The Union acted to make the faculty "their faculty". The administration assumed that faculty were rational, objective, and capable of intelligent judgment, but didn't really provide the faculty with the necessary information for objective judgment.

Militancy, Status, and Power:

A most casual observation of the negotiating sessions, a rapid perusal of the transcripts, and a hasty review of the newspaper accounts of the picketing and strikes could not fail to note the militancy, the sense of solidarity, the demands, and the willingness to resort to action that pervaded the entire process. What was the source of it? Why the strong talk and the uncompromising urgency? The answers are complex and sometimes contradictory.

There is no question that the faculty chafed under secondary school rules and second-class conditions emanating from 56 years of experience in the common school context of the Chicago Board of Education. College personnel policies, even though tempered by campus administration, were essentially those of the common school. The college campuses were minimally housed

in unused parts of high school buildings or in after-hours high school classrooms. The staff worked in inadequate office space and suffered from less-than-minimal secretarial assistance. There developed a deep antipathy toward central office administration and to a lesser degree toward local campus administration that had permitted and sometimes defended the inadequacies of policy, space, and staff.

The long-time faculty resentment was certainly fanned by the active young Union which busied itself creating an atmosphere of expectancy as the new junior college district was forming. The new Union was anxious to prove it could do something and do it more quickly and more effectively than the slower cooperative process of the Faculty Council. The Union leadership took few pains to conceal the fact that it viewed the Faculty Council as a company union, and heralded its own activist approach as potentially much more productive for faculty welfare.

The timing was also an important influence on militancy. The Chicago City College in early 1966 was in the midst of transition from unitary organization under the Chicago Board of Education to independence under the Board of Junior College District #508. There was a strong sense of urgency impelled by the Union belief that faculty advantages must be secured early in the life of the new Board before its role crystallized and it became immersed in the routines of policy making. Fortright and determined action was therefore called for.

Timing was also important since the Chicago City College Staff was in no mood or position to offer strong resistance to militant unionism. The staff was beset with problems of many kinds - transfer of control and assets to

the new Junior College Board, securing and stabilizing finances, building a headquarters staff, planning for sites, reorganizing personnel practices and procedures, and preparing for a North Central Association review examination. There was no time and no acceptant frame of mind with which to conduct patient and protracted negotiations, and there was a kind of resentment about taking time out from urgent housekeeping in order to negotiate. In this environment the organization, militancy, and willingness to strike enunciated in advance by the Union was an effective bludgeon. Probably no other approach and posture would have gotten the desired results so fast for the Union.

Still other influences encouraged Union militancy. The local college teacher's effort coincided with a new and militant national organizing drive of the American Federation of Teachers in the fall and winter of 1966-1967. The American Federation of Teachers headquarters were then in Chicago with Charles Cogen, the new president, committed to the "hard line" and on record as having thrown down the gauntlet on American Federation of Teachers organizing aims for higher education. Implicit in the organizing drive was the concept that "strikes never fail". President Cogen not only called the Chancellor to present several demands just prior to the first strike but also appeared in a Chicago City College picket line to support his conviction on the effectiveness of the strike weapon. To date he has not been proven wrong.

There was also militancy derived from competition. Chicago in early 1967 was a prime target for teacher Union activity not only directed toward the newly separated offspring, the Chicago City College, but toward the former parent, The Chicago Board of Education. While the College Board and College

Teachers Union were negotiating, the Chicago Board of Education was engaged in collective bargaining with the Chicago Teachers Union representing the elementary and high school teachers. Substantial cross communication occurred between the personnel of the two Unions, and the College Teachers Union, perhaps seeing itself in competition to secure the first Chicago contract, alternately used the older group as a model or as a "whipping boy" to maintain pressure on the College Board. In the closing days of negotiations, for example, Union President Swenson made the point that the Cook County College Teachers expected larger benefits since the College Teachers had borne the pain and suffering of two strikes while the Chicago elementary and high school teachers received great gains with the mere threat of strike. In his view, apparently, gains were, or should be, interpreted as proportional to the degree of militancy.

The influences leading to militancy coalesced in the willingness to use the ultimate weapon of strike with a readiness that indicated quite a different position from the one Charles Cogen, American Federation of Teachers President, voiced in the Chicago Daily News on January 6, 1966, that "A strike by our union is the last resort". The "instant strike" policy is certainly a complete reversal of the old "no strike" policy characteristic of the Chicago Teachers Union when the college teachers were part of it just a few short years ago. Even with the newly-appointed Junior College Board showing a willingness to be understanding, as they did in quickly implementing faculty desire for replacing the tri-mester system with the semester calendar, the Union seemed to embrace the use of the strike easily

and willingly. This was apparent in the threatened strike to force a collective bargaining election and then later in the two strikes called to force the collective bargaining results desired by the Union. Both strikes violated court injunctions and the second one occurred only a month after the Union signed a pledge not to strike.

The militancy verging on irresponsibility continued even in the months after the contract was completed. There has been a truculent tone to the letters transmitting grievances and there has been an open threat to carry all issues to arbitration if they are not handled satisfactorily at the Chancellor's level. The Union newspaper has followed the theme of the "wasteful and inept" administration confronted by the "vigilant and public-spirited" Union. The general tone of the publication is that of a strident organizational press seeking to build support by running down the opposition. One recent issue depicted an outhouse as a site proposed in secret session by the administration as the ninth campus of the Chicago City College. Rumors are cited of "firm agreement among faculty" seeking to get a college-wide vote of "no confidence" in the Chancellor and more recently in a campus dean. Innuendoes are made of extravagance in purchasing administrative office equipment, and in providing salary increases for administrators.

The uncompromising and continuing militancy - and this term is used to include not only activism but the "hard line" of attack accompanied by vilification, the demanding tone, and an "end justifies any means" type of philosophy - has meant that peace can't be bought by concessions. Promises even in writing cannot be depended upon, and a signed contract by no means

marks the beginning of an era of good feeling.

The militancy of the Union seemed to be accompanied by and sometimes was indistinguishable from a serious concern about its own status. There was a real sensitivity about actual or imagined infringements on that status. The Union seemed determined to prove its manliness, to assure everyone that it must be taken seriously. There was, for instance, an insistence during negotiations that equal treatment be provided for teacher-negotiators of the Union team with the deans, directors, and vice-chancellor who made up the Board negotiating team. For example, there were regular charges of "stalling" when the Board negotiators had pressing administrative obligations which precluded meeting as often as the Union might wish. The Union negotiators endlessly pointed out that teachers also have pressing obligations and if they could find time by putting aside prior commitments the least the administration could do was to follow suit. The Union's concern for its status was also evident in its seeking privileged access to the Board. It wanted to be able to get a guaranteed hearing or a place on the agenda for the asking and thus enjoy the same kind of privilege the Chancellor had. The issue of where meetings should be held was essentially a status issue. After the first strike the Union insisted and won its point that negotiations should not be held on Board property but rather on neutral grounds such as hotels where the premises were not pervaded by a pro-administration atmosphere.

The Union's concern about status also appeared during negotiations in regard to in-service training as one of the activities that might be developed in non-teaching time at the beginning or end of the semester. The

Union negotiators regarded it as presumptuous that tenured faculty should be asked to participate in in-service training although they did agree that some orientation might be useful for new teachers. The impression was definitely conveyed by the Union negotiators that even teachers with minimal experience knew their students' characteristics and problems well and had little need for in-service education. The Union regarded such education as demeaning, typically a secondary school practice, and largely used as a vehicle for administration propaganda.

The Union's concern about its status is continuing long after the contract was completed. Recently the Union President berated the Board for not mentioning the Union in the official policies and procedures book and deplored the fact that only one faculty handbook among the eight campuses gave any space to the Union. Furthermore the Union was not regularly recognized on ceremonial occasions such as graduation.

Closely related to sensitivity about status and Union militancy was a readily detectable drive for power which was directed at controlling, and not necessarily sharing, the decision-making process. The Union drive for power per se, through the medium of the contract and the Union's privileged position as the duly elected bargaining agent, was apparent in the insistence on the dues checkoff as an integral part of the contract. This practice had begun on an ad hoc basis when the Chicago City College was still under the Chicago Board of Education and the college teachers were part of the omnibus Chicago Teachers Union. One may well question the propriety of including the dues checkoff provision, which is strictly insurance for the

internal financial security and stability of the Union, as an integral part of the collective bargaining contract wherein the Union is essentially the faculty agent of the moment. Logically other teacher organizations are entitled to similar arrangements. At any rate, the dues checkoff acquired much more of a permanent character by inclusion in the contract rather than through a unilaterally revocable agreement entered into by the Board as an accommodation to the Union.

The Union drive for power was obvious in the attempt to capture the hiring process. During negotiations there was apparently quick recognition by the Union of the decentralized power structure in the eight operating campuses wherein real responsibility and much of the initiative in the hiring process lay with the department heads. One of the most insistent positions of the Union throughout the entire negotiations was the election of department heads by the full time faculty rather than the existing practice of appointment by the Campus Dean usually with faculty consultation. Administrators believed that if department heads were elected, candidates would very probably find active Union membership an asset in mustering adequate popular votes among a strongly unionized faculty and such department heads could in turn be counted on to encourage Union membership among the new faculty. Thus a Union shop is born. The Union did not secure its objective of elected department heads but it is a virtual certainty that this will be a prime issue in the next round of negotiations slated for the fall of 1968.

An additional and analagous manifestation of the drive for power relates to job security. An initial proposal presented by the Union early

in negotiations would have required the consent of the permanent members of the appropriate departmental faculty before tenure could be granted to new faculty members. This provision conceivably could have provided the opportunity for discrimination against non-union teachers and would have at least raised in the minds of new teachers the thought that job security might hinge on an attitude toward the Union as much as on a department head's or dean's judgment of his teaching effectiveness. The completed contract actually effected a compromise which requires consultation with permanent members of the faculty before the granting of tenure to new faculty.

Similarly it was tentatively proposed that Union campus representatives be consulted on salary and rank offers at the time they were being made to new faculty in order to minimize discrepancies with older faculty members' salaries. Whatever the arguments for this procedure might be it nevertheless injected the Union into an influential position in the hiring process and very possibly could have made it extremely difficult to hire qualified faculty in a tightening academic market of rising salaries. The issue was resolved by a compromise in which the Union campus representative is informed after the fact as to the salary and rank recommended by the campus dean.

Perhaps the most comprehensive aspect of the Union's drive for power was in the grievance procedure. The very definition of a grievance was important in that it established the dimensions of the area within which Union action and influence could conceivably affect if not control the decision-making process. The original definition of what constituted a proper

subject for grievance was proposed by the Union and virtually encompassed any activity of the college whether covered or not in the contractual agreement. A change in admissions procedures, a new educational program, the disciplining of a student, or the hiring of a new staff member conceivably could become a grievance even though these areas might not be covered in the Union contract. The definition of a grievance in the final contract follows precisely the original Union proposal and includes not only violations of contractual agreement and inequitable application of contract provisions but also covers situations wherein a member of the bargaining unit " . . . has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice". This contract definition extends the concept of grievance beyond enforcement of the contract itself and includes the nebulous area of established policy and practice. In the multi-campus Chicago City College system established policy and practice has varied considerably from time to time and from campus to campus. It is not too difficult to find a precedent in support of virtually any position by citing a policy or practice existing at some time on some campus.

Further evidence that the Union concept of grievance is virtually unlimited is seen in the kinds of issues brought up in post-contract discussions held between the Union and the Board and in the formal processing of grievances before the hearing officer of the Board. The Union has even taken the position that failure of a faculty member to get promoted in rank is a proper subject for grievance. The Board has held that such a matter is

subject to the grievance procedure only if some provision of the contract has been violated in the process.

The broadest possible definition of grievance was accompanied by the initial Union proposal that any dispute or misunderstanding involving faculty and administration immediately become a formal grievance involving the Union campus representative and the dean of the campus. The Union stoutly opposed any reference in the contract to the usual informal procedures in which most misunderstandings are cleared up in communication between the department head and a faculty member. There was no willingness to recognize any administrative role in correcting injustices done to a faculty member. As a result the present contract has only a token mention that wrongs can be righted in any other manner than through the formal Union grievance procedure. This was deemed an important item by the Board negotiators since it clearly focused faculty members' attention, and particularly that of new faculty, on the Union as the sole source of help for injustice. Add to this the definition of grievances so broad as to include virtually any act or eventuality and the Union virtually supplants the administration as a source of assistance to the faculty.

Not only did it appear that the Union sought to capture all faculty loyalty through the grievance definition and the mechanics of the grievance procedure but it was reasonably clear that the Union preferred to withhold certain benefits from the faculty rather than have some agency other than the Union receive credit. One case in point was the initial proposal of the Union for a statement on academic freedom to be included in the contract as an

enforceable provision eligible for handling under the grievance procedure and thus providing protection for the faculty. The Union version of the academic freedom article, in the opinion of the Board negotiating team, was so broad and so nebulous as to be completely unenforceable and thereby offering no protection to the teacher. It was so permissive in the case of students as to practically abdicate any college control over their behavior. The Board negotiators, as an alternative, proposed the 1940 American Association of University Professors statement on academic freedom which has been the acceptable norm in higher education virtually without change for 27 years. The Union believed the AAUP statement was too conditional and did not include students. Rather than carry the issue further in discussion the Union withdrew its proposal, evidently preferring no statement at all to accepting the AAUP statement.

A second instance of the apparent concern of the Union to strengthen itself in the eyes of its constituents even at the expense of opposing faculty benefits appeared in a special \$30 per month salary increase proposed by the Chancellor and approved by the Board in September, 1967. The funds to support this special increase came from unanticipated revenue received when the State of Illinois assumed responsibility for the employer's portion of the pension payments. The Union was consulted on the expenditure of this unanticipated revenue as provided in the contract but opposed the salary increase largely on the technical grounds that it did not stem from negotiations in which the Union could play an equal role with administration in securing the benefit. The Union did not press the issue too vigorously and the faculty

received its unanticipated salary increase.

The militant posture, the concern for status, and the drive for power were apparently indicative of the need to strengthen the Union as a separate entity and to capture faculty loyalty as part of the process. Part of the strengthening process apparently required an institutionalization of conflict, a very clear cut "we" and "they" in which it appeared to administrators that the Union was solely concerned with faculty and Union welfare. This is not to wrap oneself in the flag and attribute entirely base motivation to the opposite members at the bargaining table. It is simply the revelation, after numerous exchanges in numerous negotiations, that the primary interest of the Union, as represented by its negotiators, was to get the very best salaries, fringe benefits, and working conditions for the members of the bargaining unit, and to push the Board as far as possible by whatever means were successful into giving as much as possible or even more than possible. This came through loud and clear despite the almost continuous defense that what was best for the faculty was best for the institution and that every faculty advance could be translated into improved quality of education.

This experience of militant institutionalized conflict was a far cry from the concepts of flexible and deliberate joint planning and joint decision-making focused on broad objectives of institutional welfare which was characteristic of the faculty council concept that had been developing rapidly in the Chicago City College during the past several years.

The strengthening of the Union and the drive for power apparently

led the Union to a serious departure from the "bread and butter" concept of unionism so characteristic of earlier organized teacher efforts into a revolutionary thrust which was not content to work within the existing power structure but sought to oppose it and capture the decision-making power. This was probably the most disturbing aspect of negotiations to the Board group. There was no satisfying the Union with economic gains including salary, fringe benefits, and reduced teaching load. Nor was there real satisfaction even with sharing of decision-making as is commonly characteristic of the community of higher education. The extreme Union position, and this will probably be more clear cut in the next round of negotiations, appears to envision a real power struggle with administration not for sharing but for control of decision-making. This strikes at the very foundations of public control over governmental agencies.

One other aspect of the militant drive for status and power should be considered and that is the extent to which the drive pervaded the entire membership. Like all organizations the Union would certainly not claim to be homogeneous or monolithic. The militancy was perhaps most characteristic of a minority who identified most closely with the Union, its goals, and its methods. A loosely held group of perhaps 15% on the opposite end of the spectrum identified more closely with the administration. The bulk of membership, perhaps 70%, can be moved either way. Apparently the Union successfully appealed to this latter group, the older tenured teachers who make up the bulk of faculty, by emphasizing their interests. Throughout the negotiations there was a consistent pattern of preserving vested interests and preserving the

status quo where it favored the older tenured group. This pattern necessarily gave less favorable treatment to new faculty and simultaneously made experimentation, innovation, and flexibility much less possible for all faculty and for the institution.

The close identification with the older tenured faculty members appeared in the insistence on a very detailed seniority system which guarantees first choice of courses and hours in teaching programs to the senior faculty member who is qualified even though he may not be the best qualified teacher on the staff for the particular course involved. Strict seniority applies in full time teaching programs and a system of seniority and rotation applies to extra work. Under this system senior members get the first opportunity for extra work and subsequently take their place on a rotation list which includes all teachers with more than one year of experience. New faculty members do not get on the list or become eligible for extra work until they have served the college on a full time basis for at least one academic year.

The older faculty member interests were also served in the careful circumscribing of the duties faculty would perform during the registration process. Only counseling, programming, and similar professional duties were authorized, an obvious reaction against the previous practice of using faculty in a myriad of jobs including admissions, re-admissions, counseling, programming, testing, supervising registration lines, taking fees, checking registration forms or assisting at late registration.

Coupled to the very definite effort to change conditions to meet

the long-time complaints of the older tenured teachers there was also a substantial effort to freeze certain practices and arrangements which the older faculty deemed important but which at the same time discouraged innovation. For example, there was consistent opposition to the Board negotiators' proposal that teacher load be determined on the basis of a ratio of students to teacher. It was proposed that one teacher, for example, might be assigned 100 students for a full time teaching load whether the students were all in one class of 100 or five classes of 20 each. The Union bitterly opposed any ratio of students to teacher and fought for a 12 contact hour teaching load with a small enrollment per class in spite of the fact that traditionally it has not been possible for the Chicago City College registration procedure to guarantee that all classes would reach the maximum figure, and that this fact plus normally high attrition rates would guarantee an effective mid-term enrollment well below the maximum initial enrollment.

Thus in the interests of preserving the status quo the Union resisted any new combinations of faculty and students. Large lecture groupings accompanied by small discussion groups were opposed and only grudgingly at the very end was an agreeable pay arrangement for such groupings worked out. Statements of Union negotiators were unequivocally in opposition to flexible groupings and varied pay patterns such as might be required in work-cooperative programs and auto-tutorial arrangements. Innovative and experimental instructional programs would certainly not find ready reception, unless they conformed to conventional teacher loads, class size, class organization, and pay patterns. The Union position, now crystallized in a contract,

cannot but act as an obstacle to innovation and change.

In Conclusion:

Not all was negative. Some virtues, qualified perhaps in some cases, came out of the necessity of collective bargaining. The substantial benefits accruing to the faculty from the Union contract - including the salary increase, reduction in teaching load, limited class size, hospital, medical, and life insurance benefits - have all contributed to make the Chicago City College a more attractive place for teachers, at least in the interim until other junior colleges catch up. The 12-hour load even permits competition for faculty with senior colleges. In six months the Chicago City College has had a thousand applicants in the central personnel section and this does not include direct applications to the eight campuses.

The fact that the collective bargaining election came at a time when the City College was in the midst of a massive reorganization was unsettling, but it did force the institution, more quickly and completely than it might otherwise have done, to frame up the policies and procedures of the institution. Both faculty and administration, under the impact of collective bargaining, have had to think through and put in writing many working conditions and personnel matters that were not spelled out previously. The process of refining policies and procedures and reducing them to writing perhaps had the virtue of giving the faculty a greater feeling of security even though it undoubtedly reduced the area of administrative latitude and discretion.

Closely correlated with the better definition of policies

and procedures, and one of the readily discernible outcomes of the Union contract, has been a growing standardization and centralization of the eight campus complex comprising the Chicago City College. Hiring practices, promotion procedures, class load and size, registration assignments, and seniority rules historically varied considerably from campus to campus although they conformed to similar basic concepts and frameworks. On one hand these different practices among campuses permitted flexibility and adjustment to differing campus sizes, hours of operation, educational programs, and faculty composition. On the other hand campus differences in the past were an endless source of friction and an invitation to destructive competition.

The very existence of a contract now enforces standardization with clear-cut City College-wide policies and procedures resulting from the "industry-wide" type of collective bargaining experienced. The autonomy of individual campuses is thus restricted in a much more positive sense than the central college administration, operating through consensus of the campus heads, could possibly have achieved in the past. To a degree the great debate over the respective advantages and disadvantages of a multi-campus or multi-college organization has been substantially turned in favor of standardized campuses under a central administration. It might be observed, somewhat facetiously to be sure, that a new Chicago City College central administration, bent on reducing campus autonomy and centralizing decision-making, would be hard pressed to find a better partner in the endeavor than a Union.

From a community college administrative point of view the problems seem more obvious and more significant than the apparent gains from collective bargaining. On the national scene the Union thrust is appearing at a time of rapid expansion in the numbers and functions of the community college. The Union movement introduces rapidly escalating costs, status quo rigidities, time-consuming processes, curtailment of administrative decision-making, and the very real threat of work stoppage at a time when rapid and bold experimentation is essential to the growth and vitality of the community college movement. In this context the Union drive is identified as selfish since its concern is the faculty, not the institution as a whole. The Union drive seeks more income for lighter work loads, increased costs for lower productivity - a pattern equally economically untenable for the public sector as well as the private sector. Furthermore the Union thrust appears not only as selfish but calculated to take over the decision-making, not just share it. This is a far cry from the "bread and butter" unionism of yesteryear.

The Union drive appears to administration as something of a crusade, not a rational business-like approach to problems of finance and administration. It doesn't follow the same rules and procedures as administration and principles of sound unionism seem to bear little resemblance to principles of sound management.

Administration regards the faculty power sought by unionism and its "we" and "they" concept as particularly incompatible with the faculty power characteristic of the university community. The latter has built-in

restraints of traditions and practices characterized by dialogue, deliberation, the rational process, and consensus. In place of this is substituted a club- the strike, which has been universally successful in the elementary and secondary educational field and which no institution as yet has been able to oppose successfully. Even if peace is sought with a generous contract there is no real peace for the conflict continues in anti-administration house organs, diatribes at Board meetings, complaints, grievances, arbitrations, and plans and preparation to get more next time. There is a new and disturbing pattern of operation that diverts administrative time and energy, an endless and complicated procedure to get things done when the Union and faculty have to be involved at all points. The administrator, even if he wants to be a model of boldness and aggressiveness, is slowed and shackled at every step.

How does the administrator cope with the threat he envisions for the institution and for his individual prerogatives if not his very survival? In the short run the Chicago experience would seem to offer some suggestions. Certainly every effort should be made to encourage faculty involvement and shared decision-making in a context of cooperative efforts of faculty and administration directed toward common goals. For many institutions this may prevent unionism. If union organization occurs, however, and the collective bargaining election is sought, make certain the ground rules are clearly spelled out and necessary pledges and pre-conditions are incorporated in the terms under which the collective bargaining election takes place. Once negotiations are under way make certain the

Board positions are carefully prepared from a definite base, even if it be the status quo. This needs to be done early and the total contract, not piece-meal items, needs to be kept constantly reviewed on a basis of quid pro quo. The language is of utmost importance and the hours spent in editing and re-editing will pay off many fold. Statements which seem clear to all during negotiation take on many interpretations a few weeks later.

The psychological attitude with which negotiations are approached is significant. Be prepared for a time-consuming and expensive process with endless communications and correspondence and a process that is continuous even after the contract. Be prepared for sessions where charges, threats, table-pounding, and name-calling punctuate the discussion. Expect militancy and sensitivity about status even on what appears to be small items. Develop a clear-cut understanding between negotiators and principals, including specific charges as to what the negotiators can do, but leave some headroom for principals to resolve a crisis. If the crisis comes, and the odds are in favor of its coming, at least consider the possibility of sitting out a strike. The strike is such a shocking thing to administrators, such an unthinkable alternative for any length of time, that they are prone to capitulation. The Union appears to regard the strike much more calmly, almost as an accepted part of negotiations. Finally there is much to be concerned about outside the negotiating table. The critical area of total and fast communication to the faculty and the public is an imperative.

These are some of the short-run factors that might have been helpful to the administration in the Chicago City College negotiations. For the long-run, given the continued institutionalization of conflict between administration and faculty Union, and this seems probable much as one might want to wish away the Union thrust, the normal state of affairs will probably closely follow what William Graham Sumner identified as a state of antagonistic cooperation. It would appear at this time however to be more antagonism than cooperation. How to achieve a balance between antagonism and cooperation poses one of the most important problems for American education in the years ahead.

Prepared by:

John F. Grede
February, 1968